		ACT/ORDER FOR omplete Block 12, 17,		-	S 1. Requisition			Page	1 Of 10
2. Contract No.		3. Award/Effective		4. Order Number	5. Solicitation	Number		6. Solici	tation Issue Date
7. For Solicitation Information Call:		A. Name KEITH CUNDIFF				ne Number (No Collect Calls) 8. Offer Due Date/Local 4-4285			
AMSTA-	-AQ-ADZT	Code BLDG 231 AN 48397-5000	W56H2	10. This Acq X Unrestric Set Aside	ted	Unle	ery For FOB Dest ss Block Is Marked e Schedule		12. Discount Terms
HTTP:/	//CONTRACT	ring.TACOM.ARMY.MI	L	Small I	Business Disady Business		a. This Contract Is Under DPAS (18		
				8(A)	JIMU DUBINOS	13b. Rat	ing DOA4		
11.				SIC:	a.	l —	od Of Solicitation		1
e-mail: CUNDIFFK	@TACOM.AR	MY.MIL Code		Size Standar		RF() LIFB		RFP S3305A
SEE SCHEDUI	LE			DCMA BUF T.J. DUI ROOM 110 111 WEST	FFALO LSKI FEDERAL BL				
Telephone No. 17. Contractor/Off			ty		t Will Be Made B				Code HQ0337
R U S INDUS 3255 LOCKPO					COLUMBUS CENTER NORTH ENTITLEM		ATTON		
NIAGARA FAI	LLS, NY. 1	14305-2309		P.O. BOX	X 182266				
				COLUMBUS	5 On 43216-2	200			
Telephone No.	Pomittoneo 1	Is Different And Put S	Such	18h Submit	Invoices To Addr	ess Shown	In Block 18a Unle	ss Block I	Relow Is Checked
Address	In Offer				See Addendum			SS DIOCK I	
19. Item No.		Schedule Of S	20. upplies/Se	ervices	21. Quantity	22. Unit	23. Unit Pric	e	24. Amount
		SEE SCHE							
25. Accounting An	d Appropri	(Attach Additional ation Data	Sheets As	Necessary)			26. Total Award	Amount	(For Govt. Use Only)
	ACRN: AZ		D	26FB S2011	3 W56HZV		\$836.55		7
	•	rates By Reference FA		•			- F	Are _	Are Not Attached.
2/b.Contract/l		rder Incorporates By						Are	Are Not Attached.
To Issuing Of	fice. Contr se Identified	o Sign This Document ractor Agrees To Furn I Above And On Any pecified Herein.	ish And E	Deliver All Items So	o Including	Any Additi	Your Offer	hich Are	
30a. Signature Of (Offeror/Co	ntractor			31a. United State	s Of Amer	ica (Signature Of (Contracti	ng Officer)
30b. Name And Tit	tle Of Signe	er (Type Or Print)	30c. Dat	e Signed	J. CHECK-SANC	HEZ /SIĞN	Officer (Type Or F ED/ L (810)574-8283	,	31c. Date Signed
32a. Quantity In C	olumn 21 H	Ias Been			33. Ship Number		34. Voucher Nu	mber	35. Amount Verified
Received	Inspecte	d Accepted An	d Confort	ns To The	Partial	Final	-		Correct For
22h Signatura Of	Authonizad	Contract Exc	_		36. Payment				37. Check Number
320. Signature Of	Authorizeu	Government Represe	entative	32c. Date	Complete 38. S/R Account	Part Number	ial Fina 39. S/R Voucher		40. Paid By
				_	42a. Received By				
•		Correct And Proper	For Paym		-za. Received by	(1 1 mt)			
41b. Signature And	d Title Of C	Certifying Officer		41c. Date	42b. Received At	(Location)			
				-	42c. Date Recd (YYMMDD	42d. Total Co	ntainers	1
Authorized For Lo	cal Renrod	uction					Standard 1	Form 144	

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T135

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Name of Offeror or Contractor: R U S INDUSTRIES INC

over guidance found on the TACOM contracting web page.

SUPPLEMENTAL INFORMATION

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-P-T135}$ MOD/AMD

Page 3 **of** 10

Name of Offeror or Contractor: R U S INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 2640-01-459-0472 FSCM: 63900 PART NR: TR-621A SECURITY CLASS: Unclassified				
	Procurement is restricted to:				
	Haltec Corp. P/N: TR621A.				
	(End of narrative A001)				
0001AA	PRODUCTION QUANTITY	429	EA	\$ 1.95000	\$836.55
	NOUN: VALVE, PNEUMATIC TIR PRON: EH492445EH PRON AMD: 01 ACRN: AA AMS CD: 070011				
	Description/Specs./Work Statement QUANTITY VARIATION: 2% OVER 2% UNDER				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-T-4 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV32951203 W45G19 J 2 DEL REL CD QUANTITY DEL DATE 001 300 30-JAN-2004				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T135/0000				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-P-T135}$ MOD/AMD

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Name of Offeror or Contractor: R U S INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002 W56HZV32951204 W62G2T J 2				
	DEL REL CD QUANTITY DEL DATE				
	001 129 30-JAN-2004				
	FOB POINT: Destination				
	SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN				
	25600 S CHRISMAN ROAD				
	REC WHSE 10 PH 209 839 4307				
	TRACY CA 95376-5000				
	CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-04-P-T135/0000				

PACKAGING AND MARKING

3 52.211-4013 BAR CODE MARKING JAN/2001 (TACOM)

- a. Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:
 - (1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.
- (2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).
 - (3) Items that are serial numbered shall have the serial number bar coded.
- (4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side
- (5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.
 - b. Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129. (end of clause)

	CONTIN	I I A TION	CITETE	Refe	rence N	o. of Docume	nt Being C	ontinue	d		Page 6 of 10
	CONTINUATION SHEET			PIIN/SIIN W56HZV-04-P-T135			MOD/AMD				
Name	of Offeror or	Contractor	R U S INDU	STRIES INC							
CONTRAC	T ADMINISTRA	TION DATA									
	PRON/						J	ОВ			
LINE	AMS CD/	OBLG					O	RDER	ACCOUNTI	NG	OBLIGATED
<u>ITEM</u>	MIPR	ACRN STAT	ACCOUNTING	CLASSIFICATION			<u>N</u>	<u>UMBER</u>	STATION		AMOUNT
0001AA	EH492445EH	AA 2	97 X4930A	C6D 6D	26FB	S20113			W56HZV	\$	836.55
	070011										
									TOTAL	\$	836.55
SERVICE								ACCOU	NTING		OBLIGATED
NAME	TOTA	L BY ACRN	ACCOUNTING	CLASSIFICATION				STATI	ON		AMOUNT
Army		AA	97 X4930A	C6D 6D	26FB	S20113		W56HZ	V	\$ _	836.55
									TOTAL	\$	836.55

CONTINUATION CHEET	Reference No. of Document Bei	Page 7 of 10		
CONTINUATION SHEET	PHIN/SHIN W56HZV-04-P-T135	MOD/AMD		

Name of Offeror or Contractor: R U S INDUSTRIES INC

CONTRACT	CLAUSES		
4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
7	52.247-34	F.O.B. DESTINATION	NOV/1991
8	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
9	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
10	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
11	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:
 ___2 percent increase; and
 ___2 percent decrease.

This increase or decrease shall apply to the entire contract quantity.

(End of clause)

12 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (d) Taxpayer Identification Number (TIN).
 - * TIN:_____.
 - * TIN has been applied for.
 - * TIN is not required because:
- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - \star Offeror is an agency or instrumentality of a foreign government;
 - * Offeror is an agency or instrumentality of a Federal Government;
 - * Other. State basis._____
 - (e) Type of organization.

Name of Officer or Contractor: g us immustrates and Sole proportionality: Sole proportionality: Sole proportionality: Corporate entity (not tax-exempt): Corporate entity (tax-exempt): Corporate entity (federal, State, or local): Foreign government: International organization per 28 CVR 1.8049-4: Other	COMPINITA PIONI CHIEFP	Reference No. of Document Being Continued		Page 8 of 10
* Sole proprietorship: * Partnership: * Corporate entity (not tax-exempt): * Corporate entity (tax-exempt): * Corporate entity (federal, State, or local): * Foreign government: * International organization per 26 CFR 1.6849-4; * Chier	CONTINUATION SHEET	PIIN/SIIN W56HZV-04-P-T135	MOD/AMD	
* Partnership: * Corporate entity (not tax-exempt): * Corporate entity (tax-exempt): * Corporate entity (Tex-exempt): * Government entity (Federal, State, or local): * Poreign government: * International organization per 26 CFR 1.6049-4: * Other	Name of Offeror or Contractor: R U S INDUSTR	RIES INC		
* Corporate entity (for tax-exempt): * Corporate entity (fax-exempt): * Government entity (Federal, State, or local): * Foreign government; * International organization per 26 CFR 1.5049-4: * Other	* Sole proprietorship;			
* Corporate entity (tax-exempt): * Government entity (Federal, State, or local); * Foreign government; * International organization per 26 CFR 1.6049-4; * Other	* Partnership;			
* Government entity (Federal, State, or local); * Foreign government; * International organization per 26 CFR 1.6849-4; * Other * Other * Other * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. * Name and TIN of common parent: Name TIN	* Corporate entity (not tax-exempt):		
* Foreign government: * International organization per 26 CFR 1.6049-4; * Other	* Corporate entity (tax-exempt):			
* International organization per 26 CFR 1.6049-4; * Other (f) Common Parent. * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. * Name and TIN of common parent: Name TIN	* Government entity (Federal, State	e, or local);		
* Other (f) Common Parent. * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. * Name and TIN of common parent: Name TIN [End of Provision] 13	* Foreign government;			
**Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. **Name and TIN of common parent: Name TIN [End of Provision] 13	* International organization per 2	6 CFR 1.6049-4;		
* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. * Name and TIN of common parent: Name	* Other			
* Name and TIN of common parent: Name	(f) Common Parent.			
Name	* Offeror is not owned or controlle	ed by a common parent as defined in p	aragraph (a) of this p	provision.
[End of Provision] 13 252.225-7000 BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003 (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end program given in the Buy American Act and Balance of Payments Program clause of this solicitation. (b) Evaluation. The Government- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquiregulation Supplement; and (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy Americal Acquiregulation of Payments Program. (c) Certifications and identification of country of origin. (l) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitating feror certifies that- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the raqualifying country. (2) The offeror certifies that the following end products are qualifying country end products:	* Name and TIN of common parent:			
[End of Provision] 13 252.225-7000 BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003 (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end probanings given in the Buy American Act and Balance of Payments Program clause of this solicitation. (b) Evaluation. The Government- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquiegulation Supplement; and (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy Americal Acquiegulations are program. (c) Certifications and identification of country of origin. (l) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitating feror certifies that- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the requalifying country. (2) The offeror certifies that the following end products are qualifying country end products:	Name	_		
(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end prosenings given in the Buy American Act and Balance of Payments Program clause of this solicitation. (b) Evaluation. The Government- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquiegulation Supplement; and (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy Americal alance of Payments Program. (c) Certifications and identification of country of origin. (l) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitating feror certifies that— (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the real qualifying country. (2) The offeror certifies that the following end products are qualifying country end products:	TIN	_		
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 (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquiegulation Supplement; and (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy Americal alance of Payments Program. (c) Certifications and identification of country of origin. (l) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitating feror certifies that- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the rangualifying country. (2) The offeror certifies that the following end products are qualifying country end products: 				ying country end product" hav
(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy Americal alance of Payments Program. (c) Certifications and identification of country of origin. (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitating feror certifies that— (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the calculation and qualifying country. (2) The offeror certifies that the following end products are qualifying country end products:	(b) Evaluation. The Government-			
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 (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitatifferor certifies that- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the r a qualifying country. (2) The offeror certifies that the following end products are qualifying country end products: 		ying country end products without reg	ard to the restriction	ns of the Buy American Act on
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(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the r a qualifying country.(2) The offeror certifies that the following end products are qualifying country end products:		the Buy American Act and Balance of P	ayments Program clause	e of this solicitation, the
r a qualifying country. (2) The offeror certifies that the following end products are qualifying country end products:	(i) Each end product, except	those listed in paragraphs (c)(2) or	(3) of this provision,	, is a domestic end product;
	-	igin are considered to have been mine	d, produced, or manufa	actured outside the United St
Line Item Number Country of Origin	(2) The offeror certifies that the	following end products are qualifyin	g country end products	3:
	Line Item Number	Country of On	rigin	

Country of Origin (If known)

Line Item Number

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T135

MOD/AMD

Name of Offeror or Contractor: R U S INDUSTRIES INC

[End of Provision]

14 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MA

MAY/2002

Page 9 of 10

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels,
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or

or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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Name of Offeror or Contractor: R U S INDUSTRIES INC

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]